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LLC and Joseph Kaminsky

11
12 IN THE UNITED STATES DISTRICT COURT
13 FOR THE CENTRAL DISTRICT OF CALIFORNIA
14 SOUTHERN DIVISION

15 R&B WIRE PRODUCTS, INC.

16 Plaintiff,

17 v.

18 EVERSTRONG COMMERCIAL
19 PRODUCTS, LLC, a Florida
20 limited liability company, and
21 JOSEPH KAMINSKY, an
22 individual

23 Defendants.

Civil Action No. 8:18-cv-1751 AG (DFMx)

STIPULATED PROTECTIVE ORDER

Honorable Douglas F. McCormick

1 **1. PURPOSES AND LIMITATIONS**

2 Plaintiff R&B Wire Products (“R&B Wire”) and Defendant Everstrong
3 Commercial Products, LLC and Joseph Kaminsky (“Defendants”), recognizing
4 that each may have materials containing trade secret or other confidential
5 research, technical, cost, price, sales, marketing, or other commercial
6 information, as is contemplated by Federal Rule of Civil Procedure 26(c), have
7 agreed to the terms of the Stipulated Protective Order (“Order”) as set forth below.
8 The purpose of this Order is to protect the confidentiality of such materials as
9 much as practical during the litigation.

10 The parties acknowledge that this Order does not confer blanket protections
11 on all disclosures or responses to discovery and that the protection it affords from
12 public disclosure and use extends only to the limited information or items that are
13 entitled to confidential treatment under the applicable legal principles.

14 **2. GOOD CAUSE STATEMENT**

15 This action is likely to involve trade secrets, customer and pricing lists and
16 other valuable research, development, commercial, financial, technical and/or
17 proprietary information for which special protection from public disclosure and
18 from use for any purpose other than prosecution of this action is warranted. Such
19 confidential and proprietary materials and information consist of, among other
20 things, confidential business or financial information, information regarding
21 confidential business practices, or other confidential research, development, or
22 commercial information (including information implicating privacy rights of
23 third parties), information otherwise generally unavailable to the public, or which
24 may be privileged or otherwise protected from disclosure under state or federal
25 statutes, court rules, case decisions, or common law. Accordingly, to expedite
26 the flow of information, to facilitate the prompt resolution of disputes over
27 confidentiality of discovery materials, to adequately protect information the
28 parties are entitled to keep confidential, to ensure that the parties are permitted

1 reasonable necessary uses of such material in preparation for and in the conduct
2 of trial, to address their handling at the end of the litigation, and serve the ends of
3 justice, a protective order for such information is justified in this matter. It is the
4 intent of the parties that information will not be designated as confidential for
5 tactical reasons and that nothing be so designated without a good faith belief that
6 it has been maintained in a confidential, non-public manner, and there is good
7 cause why it should not be part of the public record of this case.

8 **3. ACKNOWLEDGEMENT OF PROCEDURE FOR FILING UNDER**
9 **SEAL**

10 The parties further acknowledge, as set forth in Section 14.3, below, that
11 this Stipulated Protective Order does not entitle them to file confidential
12 information under seal. Local Civil Rule 79-5 sets forth the procedures that must
13 be followed and the standards that will be applied when a party seeks permission
14 from the court to file material under seal.

15 In accordance with Local Rule 79-5, if any papers to be filed with the Court
16 contain information and/or documents that have been designated as confidential,
17 the proposed filing shall be accompanied by an application to file papers or the
18 portion thereof containing the designated information or documents (if such
19 portion is segregable) under seal. The parties further acknowledge that Local
20 Rule 79-5.2.2(b) sets forth the procedures to be followed when filing papers
21 containing confidential information or documents designated by another party
22 including notice to the designating party at least 3 days before filing.

23 **4. DEFINITIONS**

24 4.1 Action: this pending federal law suit.

25 4.2 Challenging Party: a Party or Non-Party that challenges the
26 designation of information or items under this Order.

27 4.3 “CONFIDENTIAL” Information or Items: information (regardless
28 of how it is generated, stored or maintained) or tangible things that qualify for

1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
2 the Good Cause Statement.

3 4.4 Counsel: Outside Counsel of Record (as well as their support staff).

4 4.5 Designating Party: a Party or Non-Party that designates information
5 or items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 4.6 Disclosure or Discovery Material: all items or information,
9 regardless of the medium or manner in which it is generated, stored, or maintained
10 (including, among other things, testimony, transcripts, and tangible things), that
11 are produced or generated in disclosures or responses to discovery in this matter,
12 or otherwise produced or generated in the course of this litigation, including
13 without limitation production documents, electronically stored information,
14 things, answers to interrogatories, responses to requests for admissions, and
15 depositions, as well as testimony adduced at trial or a hearing or any matters in
16 evidence.

17 4.7 Expert: a person with specialized knowledge or experience in a
18 matter pertinent to the litigation who has been retained by a Party or its counsel
19 to serve as an expert witness or as a consultant in this Action.

20 4.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 Information or Items: information (regardless of how it is generated, stored or
22 maintained) or tangible things that qualify for protection under Federal Rule of
23 Civil Procedure 26(c), and as specified above in the Good Cause Statement, that
24 is extremely sensitive information the disclosure of which to another party or non-
25 party would likely harm the competitive position of the party producing the
26 information. Examples of information that could be considered HIGHLY
27 CONFIDENTIAL – ATTORNEYS’ EYES ONLY include sales volumes, sales
28 units, cost of goods sold, price structures, discounts, business costs, profits,

1 margins, technical documents, marketing strategies, competitive business plans,
2 and the identity of customers. The parties agree that information on internal and
3 cost pricing of any parties' products, manufacturing methods and product
4 sourcing are presumed HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
5 ONLY.

6 4.10 Non-Party: any natural person, partnership, corporation, association,
7 or other legal entity not named as a Party to this action.

8 4.11 Outside Counsel of Record: attorneys who are not employees of a
9 party to this Action but are retained to represent or advise a party to this Action
10 and have appeared in this Action on behalf of that party or are affiliated with a
11 law firm which has appeared on behalf of that party, and includes support staff.

12 4.12 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and
14 their support staffs).

15 4.13 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 4.14 Professional Vendors: persons or entities that provide litigation
18 support services (e.g., photocopying, videotaping, translating, preparing exhibits
19 or demonstrations, computer database preparation, document coding, and
20 organizing, storing, or retrieving data in any form or medium) and their
21 employees and subcontractors.

22 4.15 Protected Material: any Disclosure or Discovery Material that is
23 designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY."

25 4.16 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

27 5. **SCOPE**

28 The protections conferred by this Stipulation and Order cover not only

Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully under no obligation of confidentiality to the Designating Party.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

6. DESIGNATING PROTECTED MATERIAL

7.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, the Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable

1 designation.

2 7.2 Manner and Timing of Designations. Except as otherwise provided
3 in this Order, or as otherwise stipulated or ordered, Disclosure or Discovery
4 Material that qualifies for protection under this Order must be clearly so
5 designated at the time the material is disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) For information in documentary form (e.g., paper or electronic
8 documents, but excluding transcripts of depositions or other pretrial or trial
9 proceedings), that the Producing Party affix at a minimum, the legend
10 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” (hereinafter “CONFIDENTIALITY legend”), to each page that contains
12 protected material.

13 A Party or Non-Party that makes original documents available for
14 inspection need not designate them for protection until after the inspecting Party
15 has indicated which documents it would like copied and produced. During the
16 inspection and before the designation, all of the material made available for
17 inspection shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY.” After the inspecting Party has identified the documents it wants
19 copied and produced, the Producing Party must determine which documents, or
20 portions thereof, qualify for protection under this Order. Then, before producing
21 the specified documents, the Producing Party must affix the
22 “CONFIDENTIALITY legend” to each page that contains Protected Material.

23 (b) For a deposition transcript, the Producing Party shall
24 designate the transcript as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
25 – ATTORNEYS’ EYES ONLY” by requesting such treatment thereof either on
26 the record at the time of the deposition or by written notice to all counsel of record
27 after service of the final deposition transcript. If confidential treatment of a
28 transcript is requested by a party by written notice after completion of a

1 deposition, such written notice shall be provided to all counsel of record within
2 fourteen (14) days after completion and service of the final transcript. Such
3 written notice shall specifically identify by page and line number all portions of
4 the transcript that should be treated as “CONFIDENTIAL” or “HIGHLY
5 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in accordance with this
6 Stipulated Protective Order. All counsel receiving such notice shall be
7 responsible for marking the copies of the designated transcript or portion thereof
8 in their possession or control as provided for in the written notice. The parties
9 shall not disseminate a deposition transcript or the contents thereof beyond the
10 persons designated in Paragraph 9.3 below for a period of fourteen (14) days after
11 completion and service of the final transcript, except that portions of the transcript
12 may be filed under seal with the Court in connection with these proceedings.
13 Documents or things used as exhibits at a deposition that a party desires to be
14 subject to this Stipulated Protective Order shall be separately stamped or marked
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
16 ONLY.” The disclosing party will have the right to exclude from attendance at a
17 deposition, during such time as the Confidential Information is to be disclosed,
18 any person other than the deponent, counsel, the court reporter, the videographer,
19 designated experts and any person(s) agreed upon by counsel for the disclosing
20 party.

21 (c) For information produced in some form other than
22 documentary (including, without limitation, electronically stored information
23 produced in native format) and for any other tangible items, that the Producing
24 Party affix in a prominent place on the media or exterior of the container or
25 containers in which the information is stored the legend “CONFIDENTIAL” or
26 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion
27 or portions of the information warrants protection, the Producing Party, to the
28 extent practicable, shall identify the protected portion(s).

1 7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive
3 the Designating Party's right to secure protection under this Order for such
4 material. Upon timely correction of a designation, the Receiving Party must make
5 reasonable efforts to assure that the material is treated in accordance with the
6 provisions of this Order.

7 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8 8.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time that is consistent with the Court's
10 Scheduling Order.

11 8.2 Meet and Confer. The Challenging Party shall initiate the dispute
12 resolution process under Local Rule 37.1 *et seq.*

13 8.3 The burden of persuasion in any such challenge proceeding shall be
14 on the Designating Party. Frivolous challenges, and those made for an improper
15 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
16 parties) may expose the Challenging Party to sanctions. Unless the Designating
17 Party has waived or withdrawn the confidentiality designation, all parties shall
18 continue to afford the material in question the level of protection to which it is
19 entitled under the Producing Party's designation until the Court rules on the
20 challenge.

21 8. **ACCESS TO AND USE OF PROTECTED MATERIAL**

22 9.1 Basic Principles. A Receiving Party may use Protected Material that
23 is disclosed or produced by another Party or by a Non-Party in connection with
24 this Action only for prosecuting, defending, or attempting to settle this Action.
25 Such Protected Material may be disclosed only to the categories of persons and
26 under the conditions described in this Order. When the Action has been
27 terminated, a Receiving Party must comply with the provisions of section 14
28 below (FINAL DISPOSITION).

1 Protected Material must be stored and maintained by a Receiving Party at
2 a location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.

4 9.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
5 otherwise ordered by the court or permitted in writing by the Designating Party,
6 a Receiving Party may disclose any information or item designated
7 “CONFIDENTIAL” only to:

8 (a) the Receiving Party’s Outside Counsel of Record in this
9 Action and other attorneys from Outside Counsel of Record’s law firm, as well
10 as employees of said Outside Counsel of Record to whom it is reasonably
11 necessary to disclose the information for this Action;

12 (b) the officers, directors, and employees of the Receiving Party
13 to whom disclosure is reasonably necessary for this Action and who have signed
14 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (c) Experts (as defined in this Order) of the Receiving Party to
16 whom disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters, videographers and their staff;

20 (f) professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for this Action
22 and who have signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A);

24 (g) the author or recipient of a document containing the
25 information or a custodian or other person who otherwise possessed or knew the
26 information;

27 (h) during their depositions, witnesses, and attorneys for
28 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)

1 the deposing party requests that the witness sign the form attached as Exhibit A
2 hereto; (2) they will not be permitted to keep any confidential information, and
3 (3) they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
4 unless otherwise agreed by the Designating Party or ordered by the court. Pages
5 of transcribed deposition testimony or exhibits to depositions that reveal
6 Protected Material may be separately bound by the court reporter and may not be
7 disclosed to anyone except as permitted under this Stipulated Protective Order;
8 and

9 (i) any mediator or settlement officer, and their supporting
10 personnel, mutually agreed upon by any of the parties engaged in settlement
11 discussions.

12 9.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items. Unless otherwise ordered by the court or permitted in
14 writing by the Designating Party, a Receiving Party may disclose any information
15 or item designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this
17 Action and other attorneys from Outside Counsel of Record’s law firm, as well
18 as employees of said Outside Counsel of Record to whom it is reasonably
19 necessary to disclose the information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for this Action and who have signed the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (d) court reporters, videographers and their staff;

25 (e) professional jury or trial consultants, mock jurors, and
26 Professional Vendors to whom disclosure is reasonably necessary for this Action
27 and who have signed the “Acknowledgment and Agreement to Be Bound”
28 (Exhibit A);

1 (f) the author or recipient of a document containing the
2 information or a custodian or other person who otherwise possessed or knew the
3 information; and

4 (g) any mediator or settlement officer, and their supporting
5 personnel, mutually agreed upon by any of the parties engaged in settlement
6 discussions.

7 9. **PROTECTED MATERIAL SUBPOENAED OR ORDERED**
8 **PRODUCED IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in another
10 litigation that compels disclosure of any information or items designated in this
11 Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
12 ATTORNEYS’ EYES ONLY,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such
14 notification shall include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena
16 or order to issue in the other litigation that some or all of the material covered by
17 the subpoena or order is subject to this Stipulated Protective Order. Such
18 notification shall include a copy of this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to
20 be pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served
22 with the subpoena or court order shall not produce any information designated in
23 this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY” before a determination by the court from which
25 the subpoena or order issued, unless the Party has obtained the Designating
26 Party’s permission. The Designating Party shall bear the burden and expense of
27 seeking protection in that court of its Protected Material and nothing in these
28 provisions should be construed as authorizing or encouraging a Receiving Party

1 in this Action to disobey a lawful directive from another court.

2 10. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
3 **PRODUCED IN THIS LITIGATION**

4 (a) The terms of this Order are applicable to information
5 produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or
6 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such
7 information produced by Non-Parties in connection with this litigation is
8 protected by the remedies and relief provided by this Order. Nothing in these
9 provisions should be construed as prohibiting a Non-Party from seeking
10 additional protections.

11 (b) In the event that a Party is required, by a valid discovery
12 request, to produce a Non-Party's confidential information in its possession, and
13 the Party is subject to an agreement with the Non-Party not to produce the Non-
14 Party's confidential information, then the Party shall:

15 (1) promptly notify in writing the Requesting Party and the
16 Non-Party that some or all of the information requested is subject to a
17 confidentiality agreement with a Non-Party;

18 (2) promptly provide the Non-Party with a copy of the
19 Stipulated Protective Order in this Action, the relevant discovery
20 request(s), and a reasonably specific description of the information
21 requested; and

22 (3) make the information requested available for inspection
23 by the Non-Party, if requested.

24 (c) If the Non-Party fails to seek a protective order from this court
25 within 14 days of receiving the notice and accompanying information, the
26 Receiving Party may produce the Non-Party's confidential information
27 responsive to the discovery request. If the Non-Party timely seeks a protective
28 order, the Receiving Party shall not produce any information in its possession or

1 control that is subject to the confidentiality agreement with the Non-Party before
2 a determination by the court. Absent a court order to the contrary, the Non-Party
3 shall bear the burden and expense of seeking protection in this court of its
4 Protected Material.

5 11. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

6 If a Receiving Party learns that, by inadvertence or otherwise, it has
7 disclosed Protected Material to any person or in any circumstance not authorized
8 under this Stipulated Protective Order, the Receiving Party must immediately:

9 (a) notify in writing the Designating Party of the unauthorized disclosures;
10 (b) use its best efforts to retrieve all unauthorized copies of the Protected
11 Material;

12 (c) inform the person or persons to whom unauthorized disclosures were
13 made of all the terms of this Order; and

14 (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16 12. **INADVERTENT PRODUCTION OF PRIVILEGED,**
17 **CONFIDENTIAL OR OTHERWISE PROTECTED MATERIAL**

18 The inadvertent production of privileged or work-product protected
19 documents, electronically stored information or information, is not a waiver of
20 the privilege or protection from discovery in this case or in any other federal or
21 state proceeding. This Order shall be interpreted to provide the maximum
22 protection allowed by Federal Rule of Evidence 502.

23 If a Party through inadvertence produces or provides Disclosure or
24 Discovery Material which it believes is subject to a claim of an applicable
25 privilege, the Producing Party may give written notice to the Receiving Party or
26 Parties that the Disclosure or Discovery Material is subject to a claim of privilege
27 and request that it be returned to the Producing Party. If a Producing Party or
28 Non-Party requests the return, pursuant to this paragraph, of any Disclosure or

1 Discovery Material, the Receiving Party or Parties shall not use or disclose, and
2 shall immediately return to the Producing Party all copies of such Disclosure or
3 Discovery Material or confirm that all copies have been destroyed. Return of the
4 Disclosure or Discovery Material by the Receiving Party shall not constitute an
5 admission or concession, or permit any inference, that the returned Disclosure or
6 Discovery Material is, in fact, properly subject to a claim of privilege nor shall it
7 foreclose any Party from moving the court for an order that such Disclosure or
8 Discovery Material has been improperly designated for reasons other than a
9 waiver caused by the inadvertent production.

10 The inadvertent or unintentional disclosure by a Party or Non-Party of
11 Disclosure or Discovery Material which it believes should have been designated
12 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY,” regardless of whether it was so designated at the time of disclosure, shall
14 not be deemed a waiver in whole or in part of the Party’s or Non-Party’s claim of
15 confidentiality, either as to the specific information disclosed or as to any other
16 information relating thereto or on the same or related subject matter, provided that
17 the Party or Non-Party notifies the Receiving Party as soon as reasonably
18 practicable after discovery of the inadvertent or unintentional failure to designate
19 but in no event more than 14 business days. If a Party or Non-Party inadvertently
20 or unintentionally produces or discloses Protected Material without designating it
21 as such, the Party or Non-Party may give written notice to the Receiving Party or
22 Parties that the Disclosure or Discovery Material is designated
23 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
24 ONLY,” and should be treated in accordance with the provisions of this Stipulated
25 Protective Order. The Receiving Party or Parties must treat such Disclosure or
26 Discovery Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
27 ATTORNEYS’ EYES ONLY,” from the date such notice is received. Disclosure
28 of such Disclosure or Discovery Material, prior to receipt of such notice, to

persons not authorized to receive Protected Material shall not be deemed a violation of this Stipulated Protective Order; however, those persons to whom disclosure was made are to be advised that the Protected Material disclosed is “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” and must be treated in accordance with this Stipulated Protective Order.

13. **MISCELLANEOUS**

14.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

14.2 **Right to Assert Other Objections.** By stipulating to the entry of this Stipulated Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the Disclosure or Discovery Material covered by this Stipulated Protective Order.

14.3 **Filing Protected Material.** A Party that seeks to file under seal any Protected Material must comply with Local Civil Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

14. **FINAL DISPOSITION**

After the final disposition of this Action (including all appeals for purposes of clarity), within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written

1 certification to the Producing Party (and, if not the same person or entity, to the
2 Designating Party) by the 60 day deadline that states all Protected Material was
3 returned or destroyed and affirms that the Receiving Party has not retained any
4 copies, abstracts, compilations, summaries or any other format reproducing or
5 capturing any of the Protected Material. Notwithstanding this provision, Counsel
6 are entitled to retain an archival copy of all pleadings, motion papers, trial,
7 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
8 and trial exhibits, expert reports, attorney work product, and consultant and expert
9 work product, even if such materials contain Protected Material. Any such
10 archival copies that contain or constitute Protected Material remain subject to this
11 Stipulated Protective Order.

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1 **15. VIOLATION**

2 Any violation of this Order may be punished by appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
4

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD:**

6 KNOBBE, MARTENS, OLSON & BEAR, LLP

7
8 Dated: April 19, 2019

By: /s/ Brandon G. Smith

Lynda J. Zadra-Symes

Brandon G. Smith

9
10 Attorneys for Plaintiff

11 R&B Wire Products, Inc.

12
13 Dated: April 19, 2019

By: /s/ David A. Schrader (With Permission)

Michael A. Trauben

David A. Schrader

14
15 Attorneys for the Defendants

16 Everstrong Commercial Products, LLC and
17 Joseph Kaminsky

18 Dated: April 17, 2019

By: 
Honorable Douglas F. McCormick
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of

[print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California in the case of *R&B Wire Products, Inc. v. Everstrong Commercial Products, LLC and Joseph Kaminsky* Case No. 8:18-cv-01751 AG (DFMx). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____
[print or type full name] of _____
[print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State or Nation where sworn and signed: _____

Printed name: _____

Signature: _____

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